



TERMS & CONDITIONS
Aviva Health Secure

Non-linked, Non-participating Plan (UIN: 122N095V02)

Your Proposal Form is the basis of the insurance provided by, and is part of, the Policy Document, which means these Standard Terms & Conditions and the Schedule.

1) Interpretation and Definitions

- a) In this Policy Document, where appropriate, references to the singular include references to the plural, references to the male include the female and references to any statute include subsequent changes to that statute.
- b) The terms defined below have the meanings given to them wherever they appear in the Policy Document:
 - i) Age means age at last birthday.
 - ii) Commencement Date means the date on which the Policy commenced, as specified in the Schedule.
 - iii) Critical Illness means any one of the illnesses defined below or the first performance of any one of the surgeries defined below:
 - a) First Heart Attack – of specified severity
 - I. The first occurrence of myocardial infarction which means the death of a portion of the heart muscle as a result of inadequate blood supply to the relevant area. The diagnosis for this will be evidenced by all of the following criteria:
 - i. A history of typical clinical symptoms consistent with the diagnosis of Acute Myocardial Infarction (for e.g. typical chest pain)
 - ii. New characteristic electrocardiogram changes
 - iii. Elevation of infarction specific enzymes, Troponins or other specific biochemical markers
 - II. The following are excluded:
 - i. Non-ST-segment elevation myocardial infarction (NSTEMI) with elevation of Troponin I or T
 - ii. Other acute Coronary Syndromes
 - iii. Any type of angina pectoris
 - b) Stroke resulting in permanent symptoms
 - I. Any cerebrovascular incident producing permanent neurological sequelae. This includes infarction of brain tissue, thrombosis in an intracranial vessel, haemorrhage and embolisation from an extracranial source. Diagnosis has to be confirmed by a specialist medical practitioner and evidenced by typical clinical symptoms as well as typical findings in CT scan or MRI of the brain. Evidence of permanent neurological deficit lasting for at least 3 months has to be produced.
 - II. The following are excluded:
 - i. Transient ischemic attacks (TIA)
 - ii. Traumatic injury of the brain
 - iii. Vascular disease affecting only the eye or optic nerve or vestibular functions
 - c) Cancer of specified severity
 - I. A malignant tumour characterised by the uncontrolled growth and spread of malignant cells with invasion and destruction of normal tissues. The diagnosis must be supported by histological evidence of malignancy and confirmed by a pathologist. The term cancer includes leukemia, lymphoma and sarcoma.
 - II. The following are excluded –
 - i. Tumours showing the malignant changes of carcinoma in situ & tumours which are histologically described as premalignant or non invasive, including but not limited to: Carcinoma in situ of breasts, Cervical dysplasia CIN-1, CIN-2 & CIN-3.
 - ii. Any skin cancer other than invasive malignant melanoma
 - iii. All tumours of the prostate unless histologically classified as having a Gleason score greater than 6 or having progressed to at least clinical TNM classification T2N0M0...
 - iv. Papillary micro – carcinoma of the thyroid less than 1 cm in diameter
 - v. Chronic lymphocytic leukaemia less than RAI stage 3
 - vi. Microcarcinoma of the bladder
 - vii. All tumours in the presence of HIV infection
 - d) Kidney Failure requiring regular dialysis
 - I. End stage renal disease presenting as chronic irreversible failure of both kidneys to function, as a result of which either regular renal dialysis (hemodialysis or peritoneal dialysis) is instituted or renal transplantation is carried out. Diagnosis has to be confirmed by a specialist medical practitioner.
 - e) Major Organ/Bone Marrow Transplant:
 - I. The actual undergoing of a transplant of:
 - i. One of the following human organs: heart, lung, liver, kidney, pancreas, that resulted from irreversible end-stage failure of the relevant organ, or
 - ii. Human bone marrow using haematopoietic stem cells. The undergoing of a transplant has to be confirmed by a specialist medical practitioner.
 - II. The following are excluded:
 - i. Other stem cell transplants
 - ii. Where only islets of langerhans are transplanted
 - f) Open Chest CABG
 - I. The actual undergoing of open chest surgery for the correction of one or more coronary arteries, which is/are narrowed or blocked, by coronary artery bypass graft (CABG). The diagnosis must be supported by a coronary angiography and the realization of surgery has to be confirmed by a specialist medical practitioner.
 - II. The following are excluded:
 - i. Angioplasty and/or any other intra-arterial procedures
 - ii. Any key-hole or laser surgery
 - g) Benign Brain Tumour:

A benign brain tumour means a tumour that is in the brain or meninges excluding the skull, spinal cord. Cysts, abscesses, malformations in the arteries or veins of the brain, haematomas are excluded. Pituitary microadenomas less than 10 mm in diameter are also excluded.

The diagnosis must be confirmed neuro-radiologically by a specialist trained in the interpretation of these investigations and acceptable to us.

- h) Open Heart Replacement or repair of Heart Valves:
- I. The actual undergoing of open-heart valve surgery is to replace or repair one or more heart valves, as a consequence of defects in, abnormalities of, or disease affected cardiac valve(s). The diagnosis of the valve abnormality must be supported by an echocardiography and the realization of surgery has to be confirmed by a specialist medical practitioner. Catheter bases techniques including by not limited to balloon valvotomy/valvuloplasty are excluded.
- i) Motor Neurone Disease with permanent symptoms
- I. Motor neurone disease diagnosed by a specialist medical practitioner as spinal muscular atrophy, progressive bulbar palsy, amyotrophic lateral sclerosis or primary lateral sclerosis. There must be progressive degeneration of corticospinal tracts and anterior horn cells or bulbar efferent neurons. There must be current significant and permanent functional neurological impairment with objective evidence of motor dysfunction that has persisted for a continuous period of at least 3 months.
- j) Multiple Sclerosis with persisting symptoms
- I. The definite occurrence of multiple sclerosis. The diagnosis must be supported by all of the following:
 - i. Investigations including typical MRI and CSF findings, which unequivocally confirm the diagnosis to be multiple sclerosis;
 - ii. There must be current clinical impairment of motor or sensory function, which must have persisted for a continuous period of at least 6 months, and
 - iii. Well documented clinical history of exacerbations and remissions of said symptoms or neurological deficits with at least two clinically documented episodes at least 1 month apart
 - II. Other causes of neurological damage such as SLE and HIV are excluded
- k) Coma of specified severity
- I. A state of unconscious with no reaction or response to external stimuli or internal needs. This diagnosis must be supported by evidence of all of the following:
 - i. No response to external stimuli continuously for at least 96 hours;
 - ii. Life support measures are necessary to sustain life; and
 - iii. Permanent neurological deficit which must be assessed at least 30 days after the onset of the coma.
 - II. The condition has to be confirmed by a specialist medical practitioner. Coma resulting directly from alcohol or drug abuse is excluded.
- l) Permanent Paralysis of limbs
- I. Total irreversible loss of use of two or more limbs as a result of injury or disease of the brain or spinal cord. A specialist medical practitioner must be of the opinion that the paralysis will be permanent with no hope of recovery and must be present for more than 3 months.
- iv) Insured means the person named in the Schedule, who is covered under this Policy
- v) Maturity Date means the date specified in the Schedule.
- vi) Medical Practitioner is a person who holds a valid registration from the Medical Council of any State or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of his license, and shall not include:
- (a) Your close relative; or
 - (b) a person who resides with You; or
 - (c) You or the Insured.
- vii) Nominee means the person named in Schedule who has been nominated in accordance with Article 8
- viii) Policy means the arrangements established by this Policy Document.
- ix) Policy Anniversary means the annual anniversary of the Commencement Date.
- x) Policy Term means the period between the Commencement Date and the Maturity Date.
- xi) Policy Year means the year commencing on the Commencement Date or any Policy Anniversary.
- xii) Premium Payment Term means the period specified in the Schedule during which Regular Premium is payable.
- xiii) Proposal Form means the signed, completed and dated proposal form submitted by You to Us, including any declarations and statements annexed to it.
- xiv) Regular Premium means the amount payable by You in the regular manner and at the intervals (Premium Frequency) specified in the Schedule.
- xv) Schedule means the schedule (including any annexures/tables attached to it and any endorsements We have issued) and, if more than one, then the latest in time.
- xvi) Specialist means a person who holds a recognized post graduate qualification in any specialized stream of allopathic medicine, is registered by the Indian Medical Council and is practicing within the scope of such license, and shall not include:
- (a) any relative of You or the Insured; or
 - (b) any person who resides with You or the Insured; or
 - (c) any person covered under this Policy.
- xvii) Sum Assured means the amount specified in the Schedule.
- xviii) Survival Period means a period of 30 days beginning on the date of diagnosis of the Critical Illness.
- xix) Waiting Period means a period of 90 days beginning on the Commencement Date or the date of reinstatement of the Policy.
- xx) We, Our or Us means the Aviva Life Insurance Company India Limited.
- xxi) You or Your means the policyholder named in the Schedule who has concluded this Policy with Us.

2) Benefits

a) Critical Illness Benefit

If the Insured is first diagnosed with a Critical Illness during the Policy Term and while the Policy is in force, We will pay the Sum Assured to You provided that:

- (i) The Critical Illness is diagnosed after the completion of the Waiting Period; and
- (ii) The Insured has survived until at least the completion of the Survival Period; and

- (iii) We have received notice of the claim and the specified claim documentation in accordance with Article 4; and
- (iv) The Critical Illness has been confirmed in writing by a Registered Medical Practitioner, including a Specialist acceptable to Us, (the costs of which shall be borne by You or the Insured).

The Policy shall terminate immediately and automatically on the earlier of the payment of the Sum Assured under Article 2)a) or the Insured's death.

- b) In addition to any specific exclusions specified in the definitions of the Critical Illnesses, We shall not be liable to make payment for any claims under Article 2)a) if the claim is directly or indirectly attributable to, or aggravated or arising out, of any of the following unless such acts of the Insured are beyond his/ her control:
 - (i) Alcohol or drug abuse including drug taking other than prescribed by a Registered Medical Practitioner, any actual or alleged crime committed by the Insured, wilful self inflicted injury and attempted suicide.
 - (ii) Failure to seek or follow medical advice.
 - (iii) Engaging in racing of any kind other than athletics or swimming.
 - (iv) Any form of war, invasion, hostilities (whether war be declared or not), civil war, rebellion, riots, social disorder, insurrection, military or usurped power, or wilful participation in acts of violence.
 - (v) Radioactive contamination due to a nuclear accident.
 - (vi) Any mental or functional disorder, where:
 - 1. Functional disorder is a disorder of a physiological function having no known organic basis; and
 - 2. Mental disorder is any clinically significant behavioral or psychological syndrome characterized by the presence of distressing symptoms, impairment of functioning, or significantly increased risk of suffering death, pain, or other disability.
 - (vii) Participation in sports or pastimes of a hazardous nature including (but not limited to) parachuting, potholing, mountaineering and hot air ballooning.
 - (viii) Any condition, ailment or injury or related condition(s) for which Insured had signs or symptoms, and / or were diagnosed, and / or received medical advice / treatment within 48 months prior to the Commencement Date or reinstatement of the Policy.
- c) No amount will be payable under the Policy on the Maturity Date or on the Insured's death or on the surrender of the Policy.

It is agreed and understood that We shall not be liable to pay more than the Maximum Sum Assured specified in the Schedule in respect of any and all claims arising on all Our critical illness policies under which the Insured is covered.

3) Payment of Premium, Grace Period, Reinstatement and Dealings with the Policy

- a) Regular Premium is payable in the amounts, specified in the Schedule, at the Premium Frequency and for the Premium Payment Term. Regular Premium shall be paid on every Policy Anniversary, if the Premium Frequency is annual. If the Premium Frequency is half yearly, then the Regular Premium shall become due on the day corresponding with the Commencement Date in every half-year. If the corresponding day does not exist in a particular month, then the last day of that month shall be deemed to be the due date.
 - b) If We have not received the Regular Premium in full by the date on which it was due to Us, then We shall allow a grace period of 30 days for You to pay the Regular Premium to Us. During this grace period the Critical Illness Benefit applicable under the Policy will be available.
 - c) If We do not receive the due Regular Premium in full within the grace period, then:
 - (i) This Policy shall immediately and automatically lapse and the Critical Illness Benefit shall cease immediately.
 - (ii) You may give Us written notice to reinstate the Policy during the Policy Term and within one (1) year of the due date of the first unpaid Regular Premium and provide Us with all information or documentation We request. You understand and agree that:
 - (1) You shall pay in advance the due Regular Premium in full and the reinstatement fee specified in the Schedule. You shall also bear all costs of any medical examination and special tests.
 - (2) Even if You have submitted all the information and documentation sought there is no obligation on Us to reinstate the Policy or reinstate it on the same terms and the revival is subject to Our underwriting requirements, as applicable from time to time.
 - (3) The reinstatement of the Policy shall only be effective from the date on which We have issued a written endorsement confirming the reinstatement of the Policy.
 - (iii) If We do not receive Your notice to reinstate the Policy within one (1) year of the due date of the first unpaid Regular Premium then the Policy shall automatically terminate and no amount shall be payable under or in relation to the Policy.
- We may review the rate of Regular Premium applicable under the Policy at every 5 Policy Years at the Policy Anniversary¹. Any changes to the Regular Premium rates shall be notified in writing to You and shall be applicable from the immediately subsequent Policy Anniversary.
- d) No loan shall be granted under this Policy.

4) Conditions for Payment

It is a condition precedent to Our liability to make any payment that:

- a) We are given written notice of the claim immediately and in any event within ninety (90) days from the date of diagnosis of the Critical Illness. If the claim is intimated to Us after 90 days from the date of diagnosis of the Critical Illness, We will accept the claim only if the written reasons provided for the delay are found to be satisfactory by Us.
- b) We are given such information and documentation that We may request in order to establish the fact of, date of, circumstances relating to and cause leading to the claim and/or Our liability in respect of it, including but not limited to:
 - (i) Our claim form duly completed.
 - (ii) The Policy Document.
 - (iii) Evidence of date of birth if We have not admitted age.
 - (iv) Medical report confirming the occurrence of Critical Illness which is acceptable to Us.
 - (v) All past and present medical records (such as discharge summary, daily records and investigation test reports), if applicable.
 - (vi) FIR, police inquest, final police report, if applicable.
 - (vii) The original or a certified copy of the death certificate showing the circumstances and cause and the date of death, if applicable.
 - (viii) A copy of the claimant's photo identification proof, address proof and bank account details, if not provided earlier.
 - (ix) Any other documentation or information we request.
- c) We receive all co-operation and assistance in any investigation that We may decide to carry out in respect of the Critical Illness.

5) Termination

This Policy shall terminate immediately and automatically on the occurrence of the earliest of the following:

- a) on payment of the Sum Assured under Article 2)a); or
- b) on the Insured's death; or

- c) on the expiry of one (1) year from the due date of the first unpaid Regular Premium, if the Regular Premium has not been received in full; or
- d) the Maturity Date.

6) Change in Occupation

It is a condition precedent to Our liability to make payment that You shall give written notice to Us immediately if there is any change in the Insured's occupation

7) Taxation

We are entitled to make such deductions and/ or levy such charges, present and future which in Our opinion are necessary and appropriate, from and/ or on the Regular Premium payable and/or fees/ charges payable or benefit amount receivable under the Policy on account of any income, withholding, service tax, sales tax, value added or other tax, cess, duty or other levy which is or may be imposed in relation to the Policy by any legislation, order, regulation or otherwise upon Us, You or the Nominee. It is agreed and understood that We shall not be liable for any taxes on any personal income of You or the Nominee.

8) Nomination and Assignment

- a) You may nominate a Nominee or change an existing Nominee by giving Us written notice.
- b) Any nomination and any change in nomination will take effect only when We register the same in Our records and We send an endorsement confirming the identity of the Nominee.
- c) If there are no Nominees then We will pay Your legal heirs or legal representatives.
- d) You may assign this Policy. An assignment of the Policy shall automatically cancel all nominations. No assignment shall be effective against Us until We have received a written notice of the assignment.
- e) In registering an assignment or nomination, We do not accept any responsibility or express any opinion as to its validity or legality.

9) Entire Contract

This Policy constitutes the complete contract of insurance between You and Us. We may amend the Policy if We consider this to be either necessary or desirable (to be evidenced by and effective from the date of an endorsement on the Schedule) but agree not to do so without first having obtained the consent of the Insurance Regulatory and Development Authority.

10) Due Observance

The due observance of and compliance with the terms, provisions and conditions of the Policy insofar as they relate to anything to be done or complied with by You shall be a condition precedent to Our liability.

11) Fraud

If You or the Nominee or anyone acting on Your or his behalf or at Your or his direction or with Your or his knowledge makes or advances any claim under this Policy knowing it to be dishonest, misleading, false or fraudulent in any respect, then this Policy shall be void and any amount actually paid or potentially payable shall be forfeited.

12) Territorial Limits & Currency

All Regular Premium and benefits are payable only within India and in Indian Rupees.

13) Misstatement

In accordance with Section 45 of the Insurance Act, 1938, "No policy of life insurance effected before the commencement of this Act shall after the expiry of two years from the date of commencement of this Act and no policy of life insurance effected after the coming into force of this Act shall, after the expiry of two years from the date on which it was effected be called in question by an insurer on the ground that statement made in the proposal or in any report of a medical officer, or referee, or friend of the insured, or in any other document leading to the issue of the policy, was inaccurate or false, unless the insurer shows that such statement was on a material matter or suppressed facts which it was material to disclose and that it was fraudulently made by the policy holder and that the policy holder knew at the time of making it that the statement was false or that it suppressed facts which it was material to disclose:

Provided that nothing in this section shall prevent the insurer from calling for proof of age at any time if he is entitled to do so, and no policy shall be deemed to be called in question merely because the terms of the policy are adjusted on subsequent proof that the age of the life insured was incorrectly stated in the proposal."

14) Loss of the Policy Document

- a) We will replace a lost Policy Document when satisfied that it is lost. However, We reserve the right to make such investigations into and to call for such evidence of the loss of the Policy Document, at Your expense, as We consider necessary before issuing a duplicate Policy Document. We have the right to charge a fee for the issue of a duplicate Policy Document.
- b) If We agree to issue a duplicate Policy Document, it is hereby understood and agreed that the original shall cease to be of any legal effect and You shall indemnify and keep Us indemnified and hold Us harmless from and against any claims, costs, expenses, awards or judgments arising out of or howsoever connected with the original Policy Document or arising out of the issuance of a duplicate Policy Document.

15) Notices & Correspondence

- a) You shall give Us all notices, instructions and correspondence in writing at Our address specified in the Schedule or at any of Our branch offices.
- b) All notices meant for You will be in writing and sent by Us to Your address shown in the Schedule. You shall notify Us of any change in Your address or Your Nominee's address, failing which notices or correspondence sent to the last recorded address are agreed to be legally effective and valid.
- a) Any Policy Document or any other communication sent to You by Us through speed post or courier or any other legally recognized mode of posting, at the address provided in the Schedule shall be deemed to have been received by You within 7 days from the date of dispatch.

16) Agent's Authority

- a) The insurance agent is only authorised by Us to arrange the completion and submission of the Proposal Form.
- b) No insurance agent is authorised to amend the Policy Document, or to accept any notice on Our behalf or to accept payments on Our behalf. If any payment meant for Us in any form is paid to an insurance agent then such payment is made at Your risk and the agent will be acting only as Your representative.

17) Governing Law

Any and all disputes or differences arising out of or under this Policy shall be governed by and determined in accordance with Indian law and by the Indian Courts.

ⁱ This is subject to prior approval from Insurance Regulatory & Development Authority